OMB NO. 1124-0006; Expires February 28, 2014

U.S. Department of Justice Washington, DC 20530 Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <a href="http://www.fara.gov">http://www.fara.gov</a>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <a href="http://www.fara.gov">http://www.fara.gov</a>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <a href="http://www.fara.gov">http://www.fara.gov</a>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, scarching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant		2. Registration No.
Coyne PR 5 WOOD Hollow ROAD, Parsippan	yNJ 07054	(0//
3. Name of Foreign Principal	4. Principal Address of Foreign Princip	al
Hong Kong Taursm Board	CHICOUP CENTRE, 1 Hoors 9-11, North 1	& whittield Roading Kong
5. Indicate whether your foreign principal is one of the following	ng:	
☐ Foreign government		÷
☐ Foreign political party		
Foreign or domestic organization: If either, check or		
	Committee	
_	Voluntary group	,
Association	Other (specify)	
☐ Individual-State nationality		
If the foreign principal is a foreign government, state:     a) Branch or agency represented by the registrant		
N/A	•	
b) Name and title of official with whom registrant dea $\mathcal{NIR}$	als	
7. If the foreign principal is a foreign political party, state:		
a) Principal address		
HIA		
b) Name and title of official with whom registrant de	als	
c) Principal aim		
Formerly	CRM-157	FORM NSD-3



Revised 03/11

### Received by NSD/FARA Registration Unit 08/07/2013 12:11:31 PM

<ul> <li>a) State the nature of the business or activity of this foreign</li> </ul>	litical party: principal.	
Tourism		
b) Is this foreign principal:		,
Supervised by a foreign government, foreign political party,	or other foreign principal	Yes 🗹 No 🗆
Owned by a foreign government, foreign political party, or o	ther foreign principal	Yes 🗆 No 🗆
Directed by a foreign government, foreign political party, or	other foreign principal	Yes 🗌 No 🗎
Controlled by a foreign government, foreign political party,	or other foreign principal	Yes 🗌 No 🗍
Financed by a foreign government, foreign political party, or	other foreign principal	Yes 🗆 No 🗆
Subsidized in part by a foreign government, foreign political	party, or other foreign principal	Yes D No 🗆
Explain fully all items answered "Yes" in Item 8(b). (If additional	space is needed, a full insert page m	ist be used.)
The Home Kong Townsm Bryand	a aprevaments	subvented bodi
The Holy Long Court Strip Carre	1. 0. 0	b'a
has no affiliation to any sp	eithe sector or o	rganización
10 11 mayotan And 15	able to support.	the interest
Within their goods. Out of		•
of the language to vision in	its entirety.	
of Horis Rong's raci com in		
the Hong Kong Toursm Board has no affiliation to any sp within the industry and is of Hong Kong's tourism in		-
of Horig Eorg's run ism in		•
of Horiz Rory's run ism in		
If the foreign principal is an organization and is not owned or conforming principal state who owns and controls it.	trolled by a foreign government, forci	gn political party or other
If the foreign principal is an organization and is not owned or conforming principal state who owns and controls it.	trolled by a foreign government, forci	gn political party or other
If the foreign principal is an organization and is not owned or conforming principal state who owns and controls it.	trolled by a foreign government, forci	gn political party or other
If the foreign principal is an organization and is not owned or conforming principal state who owns and controls it.	trolled by a foreign government, forci	gn political party or other
. If the foreign principal is an organization and is not owned or con	trolled by a foreign government, forci	gn political party or other
If the foreign principal is an organization and is not owned or conforming principal state who owns and controls it.	trolled by a foreign government, forci	gn political party or other
If the foreign principal is an organization and is not owned or conforming principal state who owns and controls it.	trolled by a foreign government, forei SEE the ovganizationer Hongloong. Co	gn political party or other
O. If the foreign principal is an organization and is not owned or conforeign principal, state who owns and controls it.  HKTB board members over [NFN Match , Visit WWW. disc.	trolled by a foreign government, forei SEE the overanizet over Honglong. Co	gn political party or other 2001 For furt
O. If the foreign principal is an organization and is not owned or conforeign principal, state who owns and controls it.  HKTB board members over 10 match 10 www. disc	trolled by a foreign government, foreign gover	gn political party or other  200 For Furn  200
D. If the foreign principal is an organization and is not owned or conforeign principal, state who owns and controls it.  HKTB board members over the principal of the principal	trolled by a foreign government, foreign gover	gn political party or other  200 For furt  200
D. If the foreign principal is an organization and is not owned or conforeign principal, state who owns and controls it.  HKTB board members over the principal of the principal	trolled by a foreign government, foreign gover	gn political party or other  200 For Furn  200
If the foreign principal is an organization and is not owned or conforeign principal, state who owns and controls it.  HKTB board members over when bers over whether with the controls it.  Whatch wist with disc.  EXECUTION Accordance with 28 U.S.C. § 1746, the undersigned swears or a information set forth in this Exhibit A to the registration statemen contents are in their entirety true and accurate to the best of his/he	trolled by a foreign government, foreign gover	gn political party or other  200 For fun  200



U.S. Department of Justice Washington, DC 20530 OMB NO. 1124-0004; Expires February 28, 2014

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <a href="http://www.fara.gov">http://www.fara.gov</a>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended. 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <a href="http://www.fara.gov">http://www.fara.gov</a>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(c) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <a href="http://www.fara.gov">http://www.fara.gov</a>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  Côyne	PR	2. Registration No.	
3. Name of Foreign Principal Hong Kong	) Tourism	Board	
	Cho	ock Appropriate Roy:	

- Check Appropriate Box:
- 4. 🗹 The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
- 7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

copre PR is contracted to execute a comprehensive public relations program which includes press trips, press releases, pitches, premotional newsletters, press events, and social media outreach targeted to American lifestyle media

Formerly CRM-155

FORM NSD-4 Revised 03/11



8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Coyne PL generated publicity for Hong Kong Townson Board's syndrure events including Chirese New Year, New Year's ove, and Wine of Dine Festival through targeted press ove, and Wine of Dine Festival through targeted press trips as well as servicing satellito media fields to trips as well as servicing satellito media fields to U.S. natural broadcast stations in addition, Cayne Pre acts as a representative for the destination in the media acts as a representative for the destination in the media acts as a representative for the destination in the media acts as a representative for the destination in the media acts as a representative for the destination in the media acts as a representative for the destination in the media acts as a representative for the destination in the media acts as a representative for the destination in the media acts as a representative for the destination in the media acts as a representative for the destination in the media acts as a representative for the destination in the media acts as a representative for the destination in the media.

+ rawl to Hong Kong throughout the year.
 9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes □ No Ø

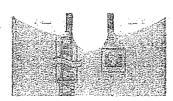
If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B Name and Title Signature

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



# LETTER OF AGREEMENT BETWEEN HONG KONG TOURISM BOARD AND Coyne PR

Hong Kong Tourism Board of 9<sup>th</sup> – 11<sup>th</sup> Floors, Citicorp Centre, 18 Whitfield Road, North Point, Hong Kong ("HKTB") agrees to appoint Coyne PR ensure the legal name as specified in their Business Registration Certificate is used]("the Consultant") of New York (USA) as the Consultant in relation to public relations services to cover the territory of USA on a non-exclusive basis upon the following terms and conditions:

#### 1) Period of Agreement

This agreement shall last for 24 months commencing on June  $1^{st}$ , 2011 until May  $31^{st}$ , 2013 ("the Term") unless otherwise terminated in accordance with this agreement.

Two months advance notice of termination of this agreement in writing may be given by either party at any time to early terminate this agreement. Upon expiration of such termination notice, this agreement shall be terminated and neither party shall have any claim or liability for compensation to the other party except for any outstanding fees or expenses properly incurred and approved in accordance with this agreement. Termination shall not affect the accrued rights and liabilities of either party under this agreement.

The Consultant would be required to complete an <u>annual</u> appraisal on the agency's performance before the end of each financial year on 31 March. The appraisal will take into consideration all relevant factors and the quality of the services rendered by the Consultant under this agreement and the results achieved against target objectives set and agreed with HKTB.

#### 2) Validity of Agreement

This agreement shall entirely supersede all other written or verbal agreements or arrangements (if any) between HKTB and the Consultant relating to the public relations services herein provided which said

agreements or arrangements (if any) shall be and are hereby cancelled.

#### 3) <u>Fee</u>

During the continuance of this agreement and in consideration of satisfactory provision of services by the Consultant in accordance with this agreement, HKTB agrees to pay the Consultant the gross amount of a monthly fee of \$9,000 USD (inclusive of all taxes and bank charges imposed by recipient's end), payable on a monthly basis within 30 days after receipt of relevant invoices rendered by the Consultant.

#### 4) Routine Office Expenses/Out-Of-Pocket Expenses

Subject to account control procedure under clause 8 below, routine office expenses and out-of-pocket expenses (as set out in Appendix I) reasonably and properly incurred and approved by HKTB in advance will be charged to HKTB at cost and paid for by HKTB monthly in arrears. A gross amount of \$500 USD per month in addition to the monthly fee for the Term has been budgeted for such expenses to be incurred by the Consultant. Consultant shall monitor actual expenses within the budget and shall obtain the approval of HKTB if further provision is required. Any expenses spent exceeding the approved budget or otherwise incurred without the approval of HKTB will be at the Consultant's own cost.

No taxes nor service fees will be charged on routine office expenses and out-of-pocket expenses by the Consultant.

#### 5) Services

In consideration of the above fees, the Consultant shall provide the following services to HKTB:

#### a) Public Relations Projects

The Consultant will develop and execute creative and cost-effective public relations activities to implement the outlined HKTB Public Relations Plan for the USA during the Term. The agreed Public Relations Plan for 2011/2012 is attached in Appendix III. By October 2011 or on a specific date at HKTB's request, the Consultant shall submit a 12-month Public Relations Plan for 2012/2013 for approval by HKTB. Any changes made after approval of the Public Relations

Plan by HKTB will be subject to mutual agreement. The Consultant shall comply with such guidelines, instruction and specifications as HKTB may prescribe from time to time while compiling such Public Relations Plan or executing such public relations activities.

#### The Consultant shall:

- (i) apply and maintain sufficient qualified staff, facilities and expertise throughout the Term in providing these services;
- (ii) procure that its personnel involved in the provision of these services shall be suitably and adequately trained and shall perform these services with due care and diligence to the best of their ability and in a proper and professional manner; and
- (iii) undertake that, in the provision of its services, it will comply with all applicable laws, rules, regulations, guidelines and standards which are or may be in force or applicable in respect of such services whether on a statutory or self-regulatory basis.

#### b) Ad-hoc Projects

Ad-hoc projects not covered by the agreed monthly fees and out-of-pocket expenses will be identified with the Hong Kong Tourism Board for approval in advance and separate funding by HKTB.

- c) General Services including but not limited to the provision of monthly reports; provision of news clippings, storage and distribution of promotional materials as agreed.
- d) The Public Relations Plans, containing specific activities, will be agreed between the Consultant and Hong Kong Tourism Board.

#### e) Approvals and Responsibility

The Consultant hereby acknowledges its responsibility, during the term of its appointment, to use all reasonable efforts to provide quality professional services and products, and to supervise outside suppliers in order to ensure accuracy and quality in all aspects of the services or items being supplied. The Consultant is required to localise and translate press releases where necessary, and to seek HKTB approval in writing prior to the release of materials on behalf of HKTB. A similar system should be adhered to in the case of other

materials such as brochures, artwork, premium items, etc. [Carol, this cost has been listed under routine office expenses]

#### 6) Additional Services

All additional services provided to HKTB at Hong Kong Tourism Board's request and not covered under clause 5 shall be approved by HKTB in writing prior to any commitment to perform such services. Payment for any supplies or services not approved in writing by HKTB shall be the direct responsibility of the Consultant.

No taxes nor service fees will be charged on additional services by the Consultant.

#### 7) Invoice and Payment Method

HKTB's usual practice is to settle invoices rendered monthly in arrears, within 30 days of receipt, provided that they are in accordance with previously agreed estimates, plans and policies.

The monthly invoice for consultancy fee and other monthly invoices for out-of-pocket expenses and other fees should be addressed to Hong Kong Tourism Board Director – USA (Office Address: 5670 Wilshire Blvd., Suite 1230, Los Angeles, CA 90036 – 5679), with copy to Public Relations manager based in Los Angeles (same address as mentioned above).

All original copies of vouchers, bills and receipts shall be attached to support all invoices for services contracted with suppliers. Such vouchers, bills and receipts will be submitted monthly and accompanied by all supporting documentation and evidence required, following the general instructions issued from time to time by HKTB. The Consultant shall bear any bank charges imposed on recipient's end.

#### 8) Account Control

The Consultant will during the term of its appointment report to and consult with Hong Kong Tourism Board Director, USA (in advance when appropriate or when so required by HKTB) on policy, direction, program interpretation, activity approval and budget control. The Consultant will maintain regular liaison with the Hong Kong Tourism Board Public

Relations Manager based in Los Angeles, USA for day-to-day coordination. The reporting, consultation and liaison required from the Consultant hereunder will be comprehensive and will be undertaken regularly, and promptly upon request, with the intent that the Consultant performs the services to the best of its ability and to maximum effect within the specifications and guidelines prescribed from time to time by Hong Kong Tourism Board.

#### 9) <u>Restrictions</u>

Under no circumstances will the Consultant take on new accounts which may cause a conflict of interest with HKTB's account and render any services or order any supplies in the name of HKTB other than those specifically provided for in this agreement, unless with the prior authorisation and written approval of HKTB. Additionally, Coyne notify HKTB if approached by another NTO in Asia.

- (i) The following are considered conflicts for HKTB:
  - a. Asian/Far-East countries/cities
  - b. Australia, and Australian tourist boards
  - c. Moscow
- (ii) As of May 2012 current coyne clients include:
  - a. Walt Disney Parks + Resorts
  - b. Disney Cruise Lines
  - c. Adventures by Disney
  - d. Hard Rock International
  - e. Hard Rock Hotels and Casinos
  - f. Hard Rock Cafe
  - g. South Africa Tourism Board
- (iii) Non-conflicted targets may include:
  - a. All US cities-tourist boards
  - b. All European destinations
  - c. All Caribbean destinations
  - d. All S. American destinations
  - e. All Middle-East destinations
  - f. Travel-related booking agencies (Amex, Travelocity, Hotels.com, Orbitz)
  - g. All airlines
  - h. All hotel/casino properties

The Consultant shall not:

- (i) hold itself out as agent or being authorised to bind HKTB in any way unless otherwise authorised by HKTB in writing. Without limiting the generality of the foregoing, the Consultant shall not enter into any contract / quotation / documentation with contractual or financial commitment or other liabilities on behalf of HKTB without HKTB's approval in accordance with this agreement;
- (ii) pledge the credit of HKTB in any way. Consultant shall account to HKTB all discounts and allowances that the Consultant is able to obtain in respect of services rendered and special projects undertaken for HKTB in accordance with this agreement or otherwise obtained through pledging of credit of HKTB or sale or unauthorized use or disclosure of any confidential information that the Consultant obtains during the course of its providing services; or
- (iii) do anything detrimental or to make any adverse comments in relation to HKTB or do anything which could bring HKTB into disrepute and/or make any adverse comments or remarks against HKTB or Hong Kong tourism in general.

Consultant acknowledges and agrees that, notwithstanding any other provision of this agreement, HKTB may terminate this agreement immediately for any breach by Consultant of this clause, in addition to other rights and remedies HKTB may have.

#### 10) Termination

This agreement may be terminated by either party giving to the other two months' advance notice in writing. Unless terminated, this agreement shall remain in full force and effect during the Term.

Either party may terminate this agreement immediately upon giving written notice to the other party in the event of a material breach of agreement by the other party, which is not remedied within 15 days of the other party being called upon in writing to do so.

HKTB may terminate this Agreement forthwith by written notice to the Consultant in the circumstance of any change or changes to the directors or shareholders of the Consultant indicating a change of control at Board

or Shareholder level and which in HKTB's reasonable opinion, having given the Consultant an opportunity to make representations, will have a material adverse effect on the Consultant's prospective performance of its responsibilities hereunder.

The exercise of any of the rights granted to both parties referred to above shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to them.

#### 11) Bankruptcy or Liquidation

If either party shall pass a resolution, or the court shall make an order that the company shall be wound up (not being a member's winding up for the purpose of reconstruction or amalgamation) or if a receiver, or a manager on behalf of a creditor, shall be appointed, or if circumstances shall arise which entitle the court or a creditor to appoint a receiver or manager, or which entitle the court to make a winding up order, then the other party shall be at liberty:

- a) to terminate this agreement summarily by notice in writing without compensation or further liability to the first party, or
- b) to give any such receiver or liquidator or other person the option of carrying out this agreement.

This exercise of any of the rights granted to both parties referred to above shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to them.

#### 12) Indemnity

- a) The Consultant agrees to indemnify and save HKTB harmless from and against all liability, including all actions, claims, damages, costs and legal fees which HKTB may incur (or to which HKTB may be a party) resulting directly or indirectly from any wilful default, negligent act or negligent omission on the part of the Consultant in the performance of its duties hereunder, save where any such liability is attributable solely to information and materials supplied to the Consultant by HKTB.
- b) HKTB agrees to indemnify and save the Consultant harmless from

and against all liability, including all actions, claims, damages, costs and legal fees which the Consultant may incur (or to which the Consultant may be a party) resulting directly or indirectly from any wilful default, negligent act or negligent omission on the part of HKTB in the relation to any transaction or obligation entered into or undertaken by the Consultant in full compliance with and in accordance with this agreement, save where such liability arises solely by reason of any wilful default, negligence or act or omission by the Consultant.

#### 13) Copyright

The Consultant hereby undertakes and warrants that the clippings provided by it to HKTB under this agreement are either originals or that their reproduction does not violate United States or any applicable copyright law. The Consultant shall indemnify HKTB against all liability, including all actions, claims, damages, costs and legal fees which HKTB may incur resulting directly or indirectly from infringement of any copyright under United States or any applicable law. This provision shall survive after termination of this agreement.

#### 14) Intellectual Property Right

- (a) all information, design, script, photographs, drawings, diagrams, data and statistics, reports, publications or any other documents or materials in whatever format provided by HKTB to the Consultant under this Agreement ("HKTB Provided Materials"); and
- (b) all confidential information mentioned in clause 15 below; and
- (c) any documents or materials prepared or developed by the Consultant based upon HKTB Provided Materials; and
- (d) all plans, reports and other materials designed, prepared, acquired or developed by the Consultant in the performance of the services for HKTB hereunder

and all intellectual property rights thereof shall, unless otherwise indicated by HKTB in writing, remain the property of HKTB and shall be used or held by the Consultant only as trustee of HKTB. All such HKTB's property (including copies, duplicates and extracts thereof) shall be returned promptly after use or when requested by HKTB or upon expiry or termination of this agreement in good order and condition.

#### 15) Confidentiality

The Consultant agrees, both during the Term and after the termination of this agreement, to keep confidential all information and materials relating to HKTB or the services to be rendered by the Consultant hereunder; and to limit access to such information and materials to those with a need to know.

#### 16) Arbitration and Governing Law

This agreement shall be deemed to be made in Hong Kong and shall be construed in accordance with and governed in all respects by the laws in Hong Kong.

#### 17) <u>Independent Contractor</u>

The Consultant is engaged as an independent contractor for the provision of public relations services during the Term in accordance with this agreement. Nothing in this agreement shall create, or be deemed to create a partnership or the relationship of principal and agency, or the relationship of employer and employee between the parties.

#### 18) Prohibition of Soliciting and Accepting Advantages

The Consultant shall prohibit its employees, agents and sub-contractors from offering, soliciting or accepting any advantage (as defined in the Prevention of Bribery Ordinance (Cap 201 of the Laws of Hong Kong)) or excessive entertainment in connection with the purchase/services under this agreement. If the Consultant or its employees, agents and sub-contractors commit any offence under the Prevention of Bribery Ordinance in relation to this agreement, HKTB may terminate this agreement and hold the Consultant liable for any loss or damage which HKTB may sustain.

#### 19) Acceptance

I shall be grateful if you will sign the copy and return it to us as confirmation of your agreement.

Hong	nd on behalf of g Kong Tourism Board ness registration is used?]	For and on behalf of Coyne PR [Carol, Legal name per
	ony Lau utive Director	Tom Coyne CEO
Date		Date
Encl.		
cc.	Bill Flora, Quinn Doan – Hong Kor Mrs. Daisy Lam / Portia Chan / Tourism Board (Hong Kong)	ng Tourism Board (Los Angeles) Edmund Li/ Cynthia Leung — Hong Kong

#### **APPENDICES**

#### Appendix I

#### Routine Office Expenses/Out-of-Pocket Expenses

Routine office expenses and out-of-pocket expenses can include:

- Postage
- Messenger/courier services
- Local International telephone/facsimile and text messages
- Photocopies
- Photography production and printing
- Production/duplication of film and video materials
- Press material translation from English to other language
- Local travel by Consultant's staff on behalf of HKTB (receipts and/or invoices should be produced for the Local Travel expenses claims)
- Overseas travel by Consultant's staff on behalf of HKTB (should follow Overseas Travel Guidelines [Appendix IV] for expenses claim as may be amended from time to time)
- Entertainment on behalf of HKTB in accordance with HKTB's guidelines (entertainment form to be completed by Consultant and attached to receipts and invoices)
- Subscription and/or purchase of newspapers and magazines on behalf of HKTB (media titles will be identified with HKTB PR Manager - USA for approval prior to subscription or purchase)
- Subscription for media clipping services (media clipping services will be identified with HKTB PR Manager - USA for approval prior to subscription or purchase)

#### Appendix II

#### Scope of Public Relations Services inclusive in Monthly Fee

#### Consultant Fee: \$9,000 USD per month (tax included)

#### A. Core / Basic work

- Plan and develop annual PR plan and arrange presentation on a yearly basis.
- Manage and maintain close working ties with media, trade, travel agents, and airlines (especially with senior management) for co-op opportunities.
- Day-to-day liaison with the media and handle media enquiries including interview request, fact-checking, and photo requests.
- Secure editorial placements in selected and agreed publications.
- Utilize satellite feeds released by HKTB Head Office to reach TV broadcasters for news programs.
- Prepare media questions and answers for HKTB interviews and briefings.
- Monitor media coverage on a daily basis, including collection and distribution of press clippings, as well as broadcast and electronic media coverage where required.
- Maintain/update media list for TV, print, radio and electronic media channels and share with HKTB on quarterly basis.
- Assemble media kits for media functions.
- Monitor market intelligence and competitors' activities and provide implications for HKTB on a semi-annual basis.
- Write, program and distribute HKTB's quarterly E-newsletter.
- Identify and recommend affinity partnership and promotional opportunities (3 per year).
- Brainstorm and develop "Big Ideas" for HKTB's yearly marketing plan or for major events; implementation of "Big Ideas" may require extra budget, depending on scope.

#### Appendix III

#### Public Relations Plan for 2011/2012

#### Visiting Journalist Program/Media FAMs

- As part of Hong Kong Tourism Board's existing Visiting Journalist Program,
  Coyne PR will help book two-to-four writers on scheduled trips throughout the
  year up to five trips. Additional media FAMs will be agreed upon by HKTB
  and Coyne PR.
  - Media outreach/follow-up
  - Supporting press trip material development
- \*Does not include Coyne PR travel time would need to be separate billing

#### **Desksides**

- Coyne PR will plan and book three-to-five media appointments per quarter.
  - Media outreach/follow-up
  - Story/pitch line development

#### **News Bureau**

- Coyne PR will develop 12 press releases per year leveraging the Five Pillars or other news/major announcements coming from Hong Kong Tourism Board.
  - Develop and conceptualize relevant press materials (press releases, pitches, fact sheets)
  - Media outreach/follow-up
- Proactive/reactive media outreach themed to Five Pillars throughout the year, to run in conjunction with Hong Kong's quarterly news/plan/calendar.
  - o 20 hours per month; 240 hours per year

#### **Travel Conferences**

- Coyne PR will support, help identify key industry conferences as/when needed throughout the year.
  - Leverage executive attendance with media outreach/interviews to key media
  - Organize press conferences on a "as-needed" basis and as agreed by HKTB and Coyne PR
- \*Does not include Coyne PR travel time would need to be separate billing

#### Social Media Management

 Coyne PR will handle Hong Kong Tourism Board's social media platforms (i.e. Twitter and Facebook) with updates, comments, posts for up to 30 minutes per day – one dedicated team member.

#### **Client Communication**

- Program development
- Biweekly meetings/calls including an agenda/mini-recap
- Monthly reports includes:
  - Activity snapshot
  - Coverage report impressions/reach
- Day-to-day email/phone contact
- Program administration

#### **Immersion Trip**

- Coyne PR would recommend taking an immersion trip to Hong Kong to better understand Hong Kong's offerings and cultural experience.
  - $\circ$  Time spent (1 2 people) would be a Coyne PR investment. Out-of-pocket expenses would be paid by Hong Kong Tourist Board.

#### **Crisis Communication**

 Coyne PR can manage crisis communication on behalf of Hong Kong Tourism Board billed separately at 1.25x our billing rates

#### **Out-of-Pocket Services:**

 Produce topic-specific news tracking report upon request by HKTB, such as Bird Flu, special event coverage at the destination, etc. Advertising equivalency reports to be outsourced by Coyne PR on a monthly basis and provided to Hong Kong Tourism Board

#### Appendix IV

Overseas Travel Guidelines and Entertainment Guidelines
(For the Appointed PR Consultant of the Hong Kong Tourism Board)
(subject to amendment from time to time)

#### 1. Travel

- 1.1 <u>Business Travel Approval</u> (outside your geographic territory of responsibility)
  - 1.1.1 The approval will be given in writing by the Hong Kong Tourism Board Director USA.

#### 1.2 <u>Travel Class Entitlement</u>

- **1.2.1** Staff members of PR Consultant on both short-haul and long-haul business trip are entitled to travel on Economy Class ("Y" class).
- 1.2.2 Only under justifiable circumstances, staff members of the Consultant can apply for upgrade from Economy Class to Business Class, and prior approval has to be sought from the Hong Kong Tourism Board Director USA.

#### 1.3 Hotel Accommodation

- 1.3.1 If you are travelling to attend a function for which a hotel is specified, you may stay in the allocated hotel. Unless a higher grade room is allocated, you should be staying in a standard room.
- 1.3.2 If you are travelling on your own or with other Hong Kong Tourism Board staff, you should select a more modest hotel which is close to your working venue, convenient and safe.
- 1.3.3 If concessional rates are offered by international chain hotels equivalent to modest standard hotels, you may choose to stay in such hotels and take advantage of the concessional

rates.

1.3.4 Hotel expenses will be reimbursed to the Consultant on actual expense basis.

#### 1.4 Reimbursable Expenses

#### 1.4.1 Local Transportation

Reasonable local transport expenses for public transport and taxis are claimable. Receipts should be produced wherever possible.

#### 1.4.2 Other Business-Trip Related Expenses

Staff member of PR Consultant can claim the following expenses with supporting receipts and the approval has to be obtained from the Hong Kong Tourism Board Director – USA.

- Visa fees
- Airport tax
- Inoculation expenses
- Transportation to/from airport and hotel
- Transportation between two cities, e.g. flight / train / taxi fare.
- Reasonable laundry expenses incurred at hotel during the business trip.
- Entertainment\* with guests, e.g. drinks / meal, which is not provided\*\* for during the business trip.
- Roaming services charges / IDD calls / Local telephone card
  - \* Please refer to paragraph 2.1.2 and 2.1.3 below for Entertainment Guidelines.
  - \*\* A meal is provided for
- On airplane
- Being entertained
- Meal is provided by the function you are attending.

#### 2. Entertainment

#### 2.1 Guidelines

## 2.1.1 No provision should be made to meals consumed amongst HKTB staff and staff members of the PR Consultant only.

#### 2.1.2 Entertainment Guidelines with Guests

	Currency	Breakfast	Lunch	Dinner
H.K.	HK\$		400	600
China	RMB		450	550
USA, S & C	US\$		51	81
Canada	C\$		50	66
Australia	A\$	80% of lunch	89	126
New Zealand	NZ\$	entertainment	73	110
Austria	EURO	limit	40	90
Belgium	EURO		67	82
Denmark	DKK		328	546
Finland	EURO		49	78
France	EURO		55	75
Germany	EURO		60	100
Italy	EURO	·	43	54
Netherlands	EURO		49	90
Norway	NOK		453	681
Portugal	EURO		49	62
Russia	US\$		. 93	126
Spain	EURO		50	70
Switzerland	CHF		90	130
Sweden	SEK		447	662
U.K.	GBP		37	60
Middle East	US\$		-44	70
S. Africa	Rand		179	264
Japan	YEN		9,653	12,838
Korea	WON		84,700	108,900
Taiwan	TWD		1,800	2,200
India	INR		2,512	2,812
Indonesia	Rupiah		242,000	252,800

Malaysia	MYR		114	163
Philippines	PHP		2,131	2,544
Singapore	SGD		77	102
Thailand	ТНВ	_	1,167	1,517
Vietnam	US\$		56	75

- 2.1.3 Prior approval should be sought from the Hong Kong Tourism Board Director USA, should it be likely to exceed these limits.
- 2.1.4 The limits are inclusive of pre- and post-lunch/dinner refreshments, tax and service charge.
- 2.1.5 Approximately 20% of the limit spent on drink is considered reasonable.

#### 2.2 <u>Minimise Entertaining Suppliers or being Entertained by Suppliers</u>

Entertainment should be purposeful and be limited as far as possible to clients or associates of Hong Kong Tourism Board. Entertainment of suppliers should be kept to a minimum. If it is necessary to develop a better working relationship with the supplier, any entertainment should be done in moderation and must not be excessive. For good measures, we should also not to be seen to be entertained regularly by our suppliers for reasons that we do not want to be seen to show bias towards nor be under any undue influence of a particular supplier.